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AMERICAN SECURITY INSURANCE COMPANY

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

20 STANLEY D. CANNON, PATRICIA R.
21 CANNON, and CHERYL BULLOCK
22 individually, and for all other persons similarly
situated.

Case No. C12-1376-EMC

23 Plaintiffs,
24 v.
25 WELLS FARGO BANK, N.A., WELLS
26 FARGO INSURANCE, INC., and
AMERICAN SECURITY INSURANCE
COMPANY

Defendants

**DEFENDANTS' NOTICE OF MOTION
AND MOTION TO STAY PENDING
SETTLEMENT PROCEEDINGS IN
RELATED ACTION; MEMORANDUM
OF POINTS AND AUTHORITIES IN
SUPPORT THEREOF**

Date: TBD
Time: TBD
Judge: Hon. Edward M. Chen
Courtroom: 5, 17th Floor

NOTICE OF MOTION AND MOTION**TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

3 **PLEASE TAKE NOTICE** that as soon as the matter may be heard before the Honorable
 4 Edward M. Chen, United States District Judge, in Courtroom 5, 17th Floor, of the above Court,
 5 located at 450 Golden Gate Avenue, San Francisco, California 94102, Defendants American
 6 Security Insurance Company (“ASIC”), Wells Fargo Bank, N.A., and Wells Fargo Insurance, Inc.
 7 (collectively, “Wells Fargo”) (together with ASIC, “Defendants”) will and hereby do move for an
 8 order staying all further proceedings and vacating all motion and discovery response deadlines and
 9 the settlement conference pending in the above-captioned case (“*Cannon*”) pending final approval
 10 of the settlement in principle reached on February 3, 2014 in *Fladell v. Wells Fargo Bank, N.A., et*
 11 *al.*, 13-cv-60721 (S.D. Fla.) (“*Fladell*”), a nationwide class action involving lender-placed
 12 insurance (“LPI”) and the same claims and putative class members as that of *Cannon*.

13 Defendants’ Motion to Stay is based on this Notice of Motion and Motion, the
 14 accompanying Memorandum of Points and Authorities, the Declarations of W. Glenn Merten and
 15 Jonah Van Zandt filed in support thereof, the pleadings, orders, and other papers on file in this
 16 action and related actions, and on such other evidence and argument as may be presented to the
 17 Court on reply and/or at the time of hearing.

MEMORANDUM OF POINTS AND AUTHORITIES**PRELIMINARY STATEMENT AND SUMMARY OF ARGUMENT**

20 On February 3, 2014, the parties in *Fladell* reached a settlement in principle that, upon final
 21 court approval, will resolve once and for all the class action claims pending before this Court in
 22 *Cannon*. As is the practice of this and other federal courts, when a class action settlement is
 23 pending approval in another court that will resolve the class action claims pending before this
 24 Court, the Court may enter an order staying all proceedings to facilitate and help advance the
 25 settlement approval process in the other court and avoid the waste of party or judicial resources.
 26 *See, e.g., In re: JPMorgan Chase LPI Hazard Litig.*, No. C-11-03058, 2013 WL 3829271, at *5
 27 (N.D. Cal. July 23, 2013) (granting stay pending resolution of anticipated settlement in another LPI
 28 class action because “[a] stay will allow both parties to conserve resources should a settlement in

1 [the other action] be finalized."); *Jaffe v. Morgan Stanley DW, Inc.*, No. C06-3903, 2007 WL
 2 163196, at *2 (N.D. Cal. Jan. 19, 2007) (granting two month stay to allow "advanced" settlement
 3 negotiations to play out in parallel class action).

4 *Cannon* is one of twenty-three parallel class action lawsuits pending against Defendants
 5 Wells Fargo Bank, N.A., Wells Fargo Insurance, Inc. and related entities in connection with the
 6 practice of placing hazard, flood, and/or wind insurance where coverage lapsed on properties
 7 securing loans owned or serviced by Wells Fargo (collectively, the "Wells Fargo LPI Class
 8 Actions"). The other Wells Fargo LPI Class Actions are:

- 9 • *Ali v. Wells Fargo Bank, N.A.*, No. 5:13-cv-00876 (W.D. Okla.)
- 10 • *Butler v. Wells Fargo Bank, N.A.*, No. 3:13-cv-01057 (S.D. Ill.)
- 11 • *Cannon v. Wells Fargo Bank, N.A.*, No. 1:12-cv-00465 (D.D.C.)
- 12 • *Cannon v. Wells Fargo Bank, N.A.*, No. 8:13-cv-01324 (D. Md.)
- 13 • *Canonico v. Wells Fargo Bank, N.A.*, No. 3:13-cv-04381 (N.D. Cal.)
- 14 • *Cochran-May v. Wells Fargo Bank, N.A.*, No. 2:12-cv-00240 (S.D. Tex.)
- 15 • *Corbin v. Wells Fargo Bank, N.A.*, No. 3:13-cv-1353 (N.D. Cal.)
- 16 • *Feaz v. Wells Fargo Bank, N.A.*, No. 13-10230 (11th Cir.)
- 17 • *Guerrero v. Wells Fargo Bank, N.A.*, No. 3:12-cv-04026 (N.D. Cal.) (formerly *Lane v. Wells Fargo Bank, N.A.*, No. 3:12-cv-04026 (N.D. Cal.))
- 18 • *Hallie v. Wells Fargo Bank, N.A.*, No. 2:12-cv-00235 (N.D. Ind.)
- 19 • *Kite v. Wells Fargo Bank, N.A.*, No. 3:13-cv-02075 (D. N.J.)
- 20 • *Lane v. Wells Fargo Bank, N.A.*, No. 4:14-cv-00024 (E.D. Ark.)
- 21 • *Leghorn v. Wells Fargo Bank, N.A.*, No. 3:13-cv-00708 (N.D. Cal.)
- 22 • *McKenzie v. Wells Fargo Bank, N.A.*, No. 3:11-cv-4965 (N.D. Cal.)
- 23 • *Miller v. Wells Fargo Bank, N.A.*, No. 7:13-cv-01541 (S.D.N.Y.)
- 24 • *Morris v. Wells Fargo Bank, N.A.*, No. 2:11-cv-00474 (W.D. Pa.)
- 25 • *Sayago v. Wells Fargo Bank, N.A.*, No. 8:11-cv-02009 (M.D. Fla.)
- 26 • *Simpkins v. Wells Fargo Bank, N.A.*, No. 3:12-cv-00768 (S.D. Ill.)
- 27 • *Singleton v. Wells Fargo Bank, N.A.*, No. 13-60720 (5th Cir.)

1 • *Swain v. Wells Fargo Bank, N.A.*, No. 3:13-cv-01727 (N.D. Ohio)
 2 • *Vanskyock v. Wells Fargo Bank N.A.*, No. 1:13-cv-01176 (S.D. Ind.)

3 ASIC is a defendant in many of the Wells Fargo LPI Class Actions.

4 If the *Fladell* settlement is approved, it will resolve all claims both here and in the above-
 5 listed cases. *See Declaration of W. Glenn Merten (“Merten Decl.”) Ex. A, Fladell*, ECF No. 145,
 6 Joint Motion for Stay of Lender-Placed Insurance Claims Pending Approval of Settlement
 7 Proceedings and Notice of Class-Wide Settlement (hereinafter, “*Fladell* Joint Motion for Stay”).
 8 To expedite, facilitate, and advance the settlement approval process in *Fladell*, the parties to that
 9 action, including Wells Fargo and ASIC, jointly moved to stay all non-settlement proceedings. *Id.*
 10 This Court should enter an order for a stay of proceedings in *Cannon* pending final approval of
 11 settlement in *Fladell*.

12 *First*, the plaintiffs in this case and *Fladell* seek to assert claims based on Wells Fargo’s
 13 provision of LPI to borrowers and alleged “kickbacks” paid by lender-placed insurers, including
 14 ASIC, to Wells Fargo. *See Merten Decl. Ex. B, Fladell Compl.* ¶ 1; ECF No. 137 *Cannon* Compl.
 15 ¶¶ 1-6. The plaintiffs in *Fladell* seek to represent: “[a]ll borrowers who, within the applicable
 16 statutes of limitation, were charged for a force-placed insurance policy placed on property through
 17 the Wells Fargo Defendants and/or these companies’ affiliates, entities, or subsidiaries.” Merten
 18 Decl. Ex. B ¶ 82. This is the same putative class of borrowers that Plaintiffs here seek to represent.
 19 *See ECF No. 128, ¶ 94.* As a result, approval of a final settlement in *Fladell* will resolve all
 20 outstanding claims in all of the other Wells Fargo LPI Class Actions, including *Cannon*.¹ *See id.*
 21 As Magistrate Judge Spero found upon consideration of a Motion to Stay Pending Settlement
 22 Proceedings in nearly identical circumstances in connection with similar LPI class actions, a stay of
 23 this action is appropriate because it will allow the parties to focus their resources and efforts on
 24 obtaining consideration and approval of the proposed settlement pending in *Fladell*. *See JPMorgan*
 25 *Chase LPI Hazard Litig.*, 2013 WL 3829271, at *4; *see also Packer v. Power Balance, LLC*, No.
 26 11-802, 2011 WL 1099001, at *2 (D.N.J. Mar. 22, 2011) (granting stay where comprehensive

27 ¹ Only the claims of any individuals who decide to opt out of the *Fladell* settlement would remain.

1 national settlement reached in competing class action pending in federal court and case also subject
 2 to possible transfer to an MDL).

3 **Second**, if the *Fladell* settlement is approved, the claims in *Cannon* will be resolved forever
 4 without the concomitant need for the Court or the parties to waste substantial resources on the
 5 motion practice and substantial discovery looming in this case, or on the settlement conference
 6 currently scheduled for April 16, 2014 before Magistrate Judge Corley. To the extent the *Cannon*
 7 Plaintiffs wish to pursue any concerns regarding the potential fairness of the proposed settlement in
 8 *Fladell*, they, like all other members of the putative class in *Fladell*, will be afforded a full and fair
 9 opportunity to raise and vet their concerns during the approval process in *Fladell*. “The fairness of
 10 any settlement in [*Fladell*] is not an issue properly before this Court.” *JPMorgan Chase LPI*
 11 *Hazard Litig.*, 2013 WL 3829271, at *4. By staying the proceedings here, the Court also can
 12 ensure that any potential disputes between competing plaintiffs in the respective Wells Fargo LPI
 13 Class Actions will not spill over into these proceedings, requiring this Court to adjudicate issues
 14 that could interfere with the settlement approval proceedings in *Fladell*.

15 **Third**, a stay would not prejudice plaintiffs. The settlement approval process in *Fladell* will
 16 conclude, one way or the other, in a matter of months. If the *Fladell* settlement is not approved, the
 17 *Cannon* Plaintiffs can then move this Court to lift the stay and resume their prosecution of this
 18 action.

19 Accordingly, Defendants respectfully request that this Court help facilitate a final resolution
 20 to all the Wells Fargo LPI Class Actions, including *Cannon*, by entering a stay of all proceedings in
 21 this lawsuit until the settlement approval proceedings in *Fladell* conclude.

22 BACKGROUND

23 On February 3, 2014, the parties in *Fladell* reached a settlement in principle. At the same
 24 time, the parties in *Fladell*, including Wells Fargo and ASIC, filed a Joint Motion for Stay of the
 25 proceedings in *Fladell* and presently anticipate filing a Motion for Preliminary Approval of the
 26 Settlement Agreement by March 12, 2014. Merten Decl. Ex. A at 3.

27 Discovery and class certification briefing deadlines are looming in this case. Specifically,
 28 Plaintiffs served voluminous discovery on October 8, 2013. Merten Decl. ¶ 8 & Ex. D thereto.

1 Plaintiffs and ASIC have agreed to a deadline of February 28, 2014 (30 days from the January 29,
 2 2014 Order on the Defendants' motions to dismiss) for the final production of documents by ASIC.
 3 *Id.* ¶ 8. In addition, the Court referred this matter to Magistrate Judge Corley for settlement
 4 proceedings, and Judge Corley scheduled a settlement conference for April 16, 2014, with
 5 settlement conference statements due by April 9, 2014. *See* Civil Minutes [ECF No. 168]; Notice
 6 of Settlement Conference [ECF No. 171]. Subsequently, Plaintiffs served a second set of requests
 7 for production of documents on ASIC on January 31, 2014, as well as requests for production of
 8 documents on Wells Fargo Bank, N.A. and Wells Fargo Insurance, Inc., and have demanded a
 9 response within 30 days and by no later than March 3, 2014 at 10:00 a.m. Merten Decl. ¶ 8 & Ex.
 10 D thereto; Declaration of Jonah Van Zandt ("Van Zandt Decl.") ¶ 4 & Exs. A and B thereto. The
 11 Court also permitted the parties to take five depositions prior to class certification (one of each
 12 named plaintiff and one of each defendant). Finally, Plaintiffs' motion for class certification is due
 13 on March 13, 2014, with full briefing and then a class certification hearing set for May 15, 2014 at
 14 1:30 p.m. The class certification motion proceedings, the discovery proceedings, and preparation
 15 for a settlement conference will require the parties and two judges of this Court to expend
 16 substantial resources that are and will be entirely unnecessary if the settlement is approved in
 17 *Fladell*. Instead, the parties and this Court are better served conserving and expending their
 18 resources to focus on and facilitate the settlement approval process unfolding in *Fladell*.

19 Because the discovery deadlines are fast approaching, Defendants have also filed a Motion
 20 to Shorten Time concurrently with their Motion to Stay. Defendants filed their Motion to Shorten
 21 Time so the Court can consider the appropriateness of a stay before the parties are forced to
 22 expend and waste substantial resources complying with the class certification motion practice
 23 deadlines and discovery response dates. To that end, ASIC's counsel contacted Plaintiffs' counsel
 24 via email on February 4, 2014 to attempt to obtain Plaintiffs' consent to the Motion to Stay and
 25 Motion to Shorten Time in compliance with Civil L.R. 6-3. Merten Decl. ¶ 11. Plaintiffs agreed
 26 to an expedited briefing schedule for the Motion to Stay, but have not responded to repeated
 27 requests for consent to the Motion to Stay. *Id.*

28

ARGUMENT

I. A Stay Is In The Interests Of Justice And Judicial Economy

3 This Court has full authority to order a stay of all proceedings in *Cannon* pending the
4 outcome of the *Fladell* settlement proceedings. “[A] trial court may, with propriety, find it is
5 efficient for its own docket and the fairest course for the parties to enter a stay of an action before it,
6 pending resolution of independent proceedings which bear upon the case.” *Mediterranean Enters.,*
7 *Inc. v. Ssangyong Corp.*, 708 F.2d 1458, 1465 (9th Cir. 1983); *see also Landis v. N. Am. Co.*, 299
8 U.S. 248, 255-56 (1936) (noting that the decision to grant a stay is an “exercise of judgment” that
9 requires a court to “weigh competing interests and maintain an even balance”). Indeed, “[c]ourts
10 have also stayed civil actions pending consideration of nationwide class action settlement” in this
11 Court and other federal courts. *Packer*, 2011 WL 1099001, at *1; *JPMorgan Chase LPI Hazard*
12 *Litig.*, 2013 WL 3829271, at *4-5 (granting 60-day stay to conserve party and judicial resources);
13 *Jaffe*, 2007 WL 163196, at *2 (granting two month stay to allow “advanced” settlement
14 negotiations to play out in parallel class action). Such a stay is particularly appropriate where, as
15 here, a comprehensive nationwide settlement was reached in another class action pending in federal
16 court. *See, e.g., JPMorgan Chase LPI Hazard Litig.*, 2013 WL 3829271, at *4; *Packer*, 2011 WL
17 1099001, at *2; *Wince v. Easterbrooke Cellular Corp.*, 681 F. Supp. 2d 688, 692 (N.D. W. Va.
18 2010) (“Courts routinely exercise this power and grant stays when a pending nationwide settlement
19 could impact the claims [in the cases before them.”); *Lindley v. Life Investors Ins. Co. of Am.*, Nos.
20 08-CV-0379, 09-CV-0429, 2009 WL 3296498 (N.D. Okla. Oct. 9, 2009) (granting stay pending
21 result of hearing regarding fairness of classwide settlement in similar case); *In re RC2 Corp. Toy*
22 *Lead Paint Prods. Liab. Litig.*, No. 07 C 7184, 2008 WL 548772 (N.D. Ill. Feb. 20, 2008) (granting
23 stay pending final approval of settlement in another action involving similar putative classes and
24 claims); *Schwarz v. Prudential-Bache Secs. Inc.*, Civ. A. No. 90-6074, 1991 WL 137157 (E.D. Pa.
25 July 19, 1991) (granting stay where parties in class action suit of which plaintiff was potential

1 member had “reached an agreement in principle to settle all claims”).²

2 In determining whether to enter such a stay, the Court looks to a number of factors,
3 including:

4 “the possible damage which may result from the granting of a stay, the
5 hardship or inequity which a party may suffer in being required to go
6 forward, and the orderly course of justice measured in terms of the
7 simplifying or complicating of issues, proof, and questions of law
8 which could be expected to result from a stay.”

9 *JPMorgan Chase LPI Hazard Litig.*, 2013 WL 3829271, at *3 (quoting *Lockyer v. Mirant Corp.*,
10 398 F.3d 1098, 1110 (9th Cir. 2005)). Based on these and other factors, a stay is warranted in
11 *Cannon*.

12 As a preliminary matter, the parties and issues are the same in *Fladell* and *Cannon*.
13 Plaintiffs in both cases are borrowers whose loans are owned and/or serviced by Wells Fargo and
14 who were charged for LPI. Merten Decl. Ex. B. ¶ 1; ECF No. 137 ¶¶ 37, 44, 56, 63. *Fladell*
15 involves all of the Defendants in *Cannon*: Wells Fargo Bank, N.A., Wells Fargo Insurance, Inc.,
16 Assurant, Inc. and American Security Insurance Company. Merten Decl. Ex. B at 1; ECF No. 137
17 at 1. Both actions allege a scheme employed by Wells Fargo and ASIC to manipulate LPI in order
18 to increase their own profits. Merten Decl. Ex. B. ¶ 1; ECF No. 137 ¶¶ 1-6. Finally, both actions
19 seek the same relief and to certify nearly identical nationwide classes. Merten Decl. Ex. B. ¶ 82 &
20 Prayer for Relief; ECF No. 137 ¶ 94 & Prayer for Relief. There can be no dispute here that the
21 settlement of the *Fladell* action would resolve all claims pending before this Court.

22 In addition, the interests of the parties and judicial efficiency weigh heavily in favor of a
23 stay. Absent a stay, the parties and the Court will have no choice but to expend the considerable
24 resources necessary to proceed with future motions, voluminous discovery, and a settlement
25 conference. *See JPMorgan Chase LPI Hazard Litig.*, 2013 WL 3829271, at *5 (“A stay will allow
26 both parties to conserve their resources should a settlement in [Fladell] be finalized.”); *Packer*,

27

² *See also Jaffe*, 2007 WL 163196 (granting two-month stay to allow settlement negotiations in
28 other case to proceed); *Branca v. Iovate Health Sciences USA, Inc.*, 2013 WL 1344306, at *1 (S.D. Cal. Apr. 2, 2013) (granting stay, and noting that “the real fight here is for control of a class action
between two warring plaintiffs’ firms”).

1 2011 WL 1099001, at *2 (granting stay pending consideration of nationwide class settlement, and
 2 noting that “[i]t would be a waste of judicial resources . . . to consider the merits of Plaintiff’s
 3 Complaint at the same time” another judge “is considering the nationwide settlement”); *Lindley*,
 4 2009 WL 3296498, at *4 (stay “to allow [other] court to hold a fairness hearing will conserve
 5 defendant’s resources . . . and will also conserve the Court’s resources”); *Moore v. Morgan Stanley*
 6 & Co., Inc., Civ. A. No. 07 C 5606, 2007 WL 4354987, at *2 (N.D. Ill. Dec. 6, 2007) (granting stay
 7 where “settlement in [similar] class action may have a material impact on this case” and
 8 “[s]imultaneous litigation in both venues would expend significant judicial and litigant resources”);
 9 *Annunziato v. eMachines Inc.*, No. SACV 05-610-JVS, 2006 WL 5014567, at *5 (C.D. Cal. July
 10 24, 2006) (staying class action where parallel state court case had settled because stay would save
 11 defendants from “hundreds of hours spent on discovery and briefing”).

12 The parties currently have numerous discovery, briefing, and settlement obligations that are
 13 fast approaching, including voluminous discovery responses, five depositions permitted by the
 14 Court, full class certification briefing, and settlement proceedings. Plaintiffs’ motion for class
 15 certification is due March 13, 2014, Defendants’ oppositions are due April 17, 2014, and Plaintiffs’
 16 reply is due May 1, 2014. ASIC’s final production of documents in response to Plaintiffs’ first set
 17 of requests for production of documents is due no later than February 28, 2014 (30 days after this
 18 Court entered its January 29, 2014 Order on Defendants’ motions to dismiss). Merten Decl. ¶ 8. In
 19 addition, Plaintiffs served voluminous additional requests for production on all defendants and are
 20 demanding responses by no later than March 3, 2014. *Id.* Ex. D; Van Zandt Decl. Exs. A and B.
 21 Responding to these requests will require significant document productions by all Defendants.
 22 Furthermore, given the breadth of these requests, addressing the requests will likely require
 23 substantial meet and confer efforts between the parties and possible motion practice.

24 Finally, the Court has referred this case to Magistrate Judge Corley for a settlement
 25 conference currently scheduled for April 16, 2014 and has authorized five depositions. *See* Civil
 26 Minutes [ECF No. 168]; Notice of Settlement Conference [ECF No. 171]. Responding to the
 27 voluminous discovery requests, taking and defending multiple depositions, preparing lengthy and
 28 complex briefs regarding class certification, and preparing for a settlement conference will be

1 pointless if Chief Judge Moreno approves the *Fladell* settlement thereby disposing of all LPI claims
 2 against Wells Fargo in this action and elsewhere. *See JPMorgan Chase LPI Hazard Litig.*, 2013
 3 WL 3829271, at *5; *Annunziato*, 2006 WL 5014567, at *5.

4 A stay also will conserve judicial resources. The hearing on Plaintiffs' motion for class
 5 certification is set for May 15, 2014. That motion and Defendants' responses will involve complex
 6 issues regarding the propriety of certification of two proposed nationwide classes and one proposed
 7 subclass covering seven causes of action. Given the settlement in *Fladell*, the resolution of these
 8 issues is unnecessary. *See JPMorgan Chase LPI Hazard Litig.*, 2013 WL 3829271, at *5 ("[A] stay
 9 is in the interest of judicial economy because a settlement in [*Fladell*] will obviate any further
 10 litigation of issues in this case."); *Advanced Internal Techs, Inc. v. Google, Inc.*, No. C-05-02579,
 11 2006 WL 889477, at *1-2 (N.D. Cal. Apr. 5, 2006) (granting motion to stay in part because judicial
 12 resources would not be "wasted" by having to consider pending motion for class certification).
 13 Moreover, as mentioned above, the Court likely will be required to referee significant discovery
 14 disputes in this action. The continued litigation of these issues and any rulings by this Court could
 15 jeopardize the compromise reached on the same issues under the *Fladell* settlement and interfere
 16 with the approval process. *Packer*, 2011 WL 1099001, at *2 (noting stay would prevent the parties
 17 from being "compelled to unnecessarily litigate claims in different fora, [and] become subject to
 18 competing court orders.")

19 **II. A Stay Will Not Prejudice Plaintiffs.**

20 In addition, Plaintiffs will suffer no prejudice from a brief stay of this action. *See*
 21 *JPMorgan Chase LPI Hazard Litig.*, 2013 WL 3829271, at *4 ("[T]here is no showing of any fair
 22 possibility of damage to Plaintiffs as a result of a brief stay."). Rather, allowing the parties,
 23 including the *Cannon* Plaintiffs, to focus on settlement fairness, is in everyone's best interests at
 24 this time. If the *Fladell* settlement is not approved or fails for any reason, Plaintiffs can move to lift
 25 the stay and resume prosecution of this action. If Plaintiffs believe the *Fladell* settlement is unfair
 26 to the putative class or otherwise inappropriate, they can focus their resources on contesting fairness
 27 and raising objections to the *Fladell* settlement terms during the settlement approval proceedings
 28 conducted by the Chief Judge Moreno. *See In re JP Morgan Chase LPI Hazard Litig.*, 2013 WL

1 3829271, at *4 (“Plaintiffs will suffer no prejudice because [a stay] will allow them to focus their
 2 resources on attacking the fairness of the potential [*Fladell*] settlement in the Southern District of
 3 Florida.”); *Nesbit v. Fornaro*, No. 11-cv-00092, 2011 WL 1869917, at *3 (D. Nev. Mar. 31, 2011)
 4 (recommending district court grant stay in favor of previously filed class action in which parties had
 5 reached proposed settlement and stating that plaintiff in the stayed action should raise any objection
 6 to settlement in the court overseeing the settlement); *Annunziato*, 2006 WL 5014567, at *5 n.5
 7 (noting objection to settlement properly raised before court overseeing settlement); *Advanced*
 8 *Internal Techs, Inc.*, 2006 WL 889477, at *1-2 (same).

9 **CONCLUSION**

10 The *Fladell* settlement makes it possible for Defendants and the putative class members to
 11 resolve, once and for all, the Wells Fargo LPI Class Actions and all of the claims asserted in this
 12 action. Accordingly, Defendants respectfully request that the Court enter an order staying all
 13 proceedings and vacating all motion, discovery, and settlement conference deadlines in *Cannon*
 14 during the pendency of the *Fladell* settlement approval process.

15 Date: February 7, 2014

16 SHEPPARD, MULLIN, RICHTER
 17 & HAMPTON LLP and CARLTON FIELDS
 18 JORDEN BURT, P.A.

19 By: /s/ Peter S. Hecker
 20 Peter S. Hecker

21 Attorneys for Defendant
 22 American Security Insurance Company

23 Date: February 7, 2014

24 SEVERSON & WERSON
 25 A Professional Corporation

26 By: /s/ Jonah S. Van Zandt
 27 Jonah S. Van Zandt

28 Attorneys for Defendants
 29 Wells Fargo Bank, N.A. and
 30 Wells Fargo Insurance, Inc.

ATTESTATION UNDER CIVIL L.R. 5-1(i)(3)

I, Jonah S. Van Zandt, am the ECF User whose ID and password are being used to file this Motion to Stay. In compliance with Civil L.R. 5-1(i)(3), I hereby attest that Peter S. Hecker has concurred in this filing.

/s/ Jonah S. Van Zandt
Jonah S. Van Zandt

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